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UNITED STATES BANKRUPTCY COURT  
CENTRAL DISTRICT OF CALIFORNIA

In re:  
Itkin & Sabadash,  
Debtor.

No. 2:25-bk-11235-NB  
Hon. Neil W. Bason  
**DECLARATION OF ALEXANDER  
SABADASH IN SUPPORT OF  
MOTION FOR FEES**

## DECLARATION OF ALEXANDER SABADASH

I, Alexander Sabadash, declare and state as follows:

1. My name is Alexander Sabadash. I have personal knowledge of the facts stated herein, except those matters that are based upon my information and belief, and as to such matters, I believe such matters to be true. If called upon as a witness to testify, I could and would testify competently to these facts.

1. In or around the year 2000, I hired Garry Itkin as an accountant and financial manager for my U.S. and European based companies. Before that, Itkin prepared my family's tax returns in California. In 2000, I owned several established businesses including vodka factories and pellet and pulp producing factories. To enable him to perform his duties, my wife and I issued Itkin a power of attorney. I also appointed him as an officer or director of several corporations wholly owned by me. Mr. Itkin's primary duties included accounting and tax services.

2. I have never offered, consented, or otherwise agreed to enter into a partnership with Itkin. I have never offered, consented, or otherwise agreed to any other profit or equity sharing arrangement. I offered Itkin a job and Itkin accepted. Itkin was always an employee who was paid a salary. Itkin's salary ranged from \$45,000 per month to \$65,000 per month.

3. Mr. Itkin's official roles in my companies were as officer or director. I was the shareholder or otherwise the beneficial owner of every corporation.

4. Itkin was an employee at will. Neither I nor any of my companies have ever entered into a written employment agreement with Itkin. It goes without saying, I have never entered into a written partnership agreement with Itkin.

1       5. I have never met or spoken to Elena Gofman. I have never hired her to  
2 perform any services. My factories in Russia had accounting and legal departments  
3 with many employees. There would never be any need to hire an unknown outside  
4 consultant.  
5

6       6. I did not enter into or sign the "Information Services Agreement." My  
7 signature on that agreement is a forgery. The contents of that agreement are false.  
8 The seal in the corner of that agreement misspells my last name.  
9

10     7. I have never seen or approved the "Minutes of the Meeting of Partners  
11 of Simple Partnership." My signature on that document is a forgery. The contents  
12 of the document are false.  
13

14     8. In 2016, I learned that Itkin began to act against my and my  
15 companies' interests. I learned that he secretly obtained a judgment against one of  
16 my companies and attempted to enforce that judgment to take control of the  
17 company and its subsidiaries.  
18

19     9. I voted my shares by proxy to remove Itkin from his positions with my  
20 companies. I learned that the trustees of the Amber Trust also voted to remove  
21 Itkin from his role as a director of Golden Sphinx.  
22

23     10. Later I learned that between 2014 and 2016, Itkin stole money from  
24 bank accounts, transferred corporate shares to himself, mortgaged my assets, and  
25 created various contracts and promissory notes with the goal to take over my assets.  
26

27     11. After I removed Itkin from his positions, Itkin sent several letters to  
28 lawyers and corporate service providers arguing that he was improperly removed  
29

*sabash*

because my signature on the proxy was invalid. Itkin did not claim to be my partner in 2016.

12. Because Itkin did not acknowledge his removal, I authorized my companies to sue Itkin to affirm my vote. Itkin countersued me and that is the first time I learned that Itkin contends he and I were members of a partnership. I denied all allegations Itkin mad in his lawsuit and deny them to this day.

I declare under penalty of perjury under the laws of the United States of America  
that the foregoing is true and correct.

Dated: June 50, 2025

Sabadash  
Alexander Sabadash